

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 07-052

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Fifteen (15) each DVR Bus Surveillance System

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon

Wednesday, January 31, 2007, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. **Fax or e-mail bids are not acceptable.** Bid response must be in a sealed envelope.

PROPOSAL
SPECIFICATION NO. 07-052
BID OPENING TIME: 12:00 NOON
DATE: January 31, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the Below listed items for the performance of this Specifications complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
THE SUPPLY AND INSTALLATION OF
DVR BUS SURVEILLANCE SYSTEM**

ITEM	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	DVR Bus Surveillance System_____ Make_____ Model_____	15 Each	\$ _____	\$ _____

BID SECURITY REQUIRED: Yes X Amount: 5%

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL
AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 07-052

_____ COMPANY NAME		_____ BY (Signature)
_____ STREET ADDRESS OR	_____ P.O. BOX	_____ PRINT NAME
_____ CITY, STATE	_____ ZIP CODE	_____ TITLE
_____ TELEPHONE		_____ DATE
_____ E-MAIL ADDRESS		

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation and reviewed by a purchasing agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: bid
The intent to award will be listed on the website when a recommendation from the Department is received.

SPECIFICATION FOR DVR BUS SURVEILLANCE SYSTEM

1. GENERAL

- 1.1 The City of Lincoln, Star Tran, is seeking proposals for fifteen (15) DVR bus surveillance systems for their fleet.
- 1.2 Work shall be coordinated with Glenn Knust of StarTran.
- 1.3 Star Tran will be installing the cameras.

2. BID AWARD CRITERIA

- 2.1 Conformance to the Equipment Specifications concerning the size, type and class of DVR System offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 2.2 The DVR Systems ability to satisfactorily perform in its functionality and intended use, as determined through the on-site demonstration if requested.
- 2.3 The Bidders ability to provide the adequate product support, to include both emergency and non-emergency maintenance and repair services and parts distribution.
- 2.4 Previous experience with both the bidder and product being offered.
- 2.5 Delivery schedule.

3. DELIVERY

- 3.1 Delivery shall be F.O.B., City of Lincoln Star Tran Garage, 710 "J" Street, Lincoln, Nebraska, 68508, completely assembled and ready for ready for installation/operation.

4. QUALIFICATIONS/BACKGROUND

- 4.1 (3 page maximum): The response should include the following:
- 4.2 A summary of 3 - 4 projects completed by your firm, which most specifically illustrate the firm's experience and capability to undertake the specific work.
- 4.3 Include your firms experience in these types of projects, which staff would be involved in this project and an organizational chart.
- 4.2 Similar projects, by type and location, that have been performed within the last five (5) years, that best characterize the work quality.
- 4.3 At least three current references, and which staff members were involved (must have done work for the in the past 5 years).
 - 4.3.1 Name of firm or entity, contact person and phone number.

SUPPLEMENTAL QUESTIONNAIRE

NOTE: The proposer must fill in the following qualification questionnaire. Each qualification item is designated by a number, description, and three check boxes.

If the proposed DVR system meets the item qualification then check the Yes box.

If the proposed DVR system does not meet the item qualification then check the No box.

If the proposed DVR system partially meets the item qualification, then check the Exp(Explain) box.

If the explain box is checked then fill in the supplemental information page referring to the item by number with an accompanying explanation.

Some items require further explanation and the supplemental form can be used for this purpose.

Item	Description	Yes	No	Exp
1	The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.			
2	The system hardware shall support 4 cameras, with software support options of either 2 or 4 cameras allowing for expansion without adjustments of the hardware.			
3	The hardware shall support 4 independent audio channels.			
4	The digital video recording system shall be capable of simultaneous recording and playback, allowing the user to review pre-recorded video without interruption of recording.			
5	The Digital Video Recorder shall be Mil-Spec Rated: STD-810F and SAE Rated: J1455 for vibration and include a shock absorbing mounting kit.			
6	Recording shall be done on a removable hard disk drive equipped with a key lock to prevent tampering, and shall be 'swappable' for use in any same model DVR.			
7	The system shall provide on-board storage options on a hard disk drive of 250 Gb minimum. No videotapes or video recorders shall be used.			
8	The DVR unit shall be warranted for a minimum of 3 years parts and labor, all other items including hard disk drives, cameras, etc. shall be warranted for a minimum of 1 year.			

Item	Description	Yes	No	Exp
9	The system shall be FCC approved and shall be powered by 12 or 24 VDC vehicle power supply and protected from spikes, surges and reverse polarity operating between a range of 9 to 30 VDC			
10	The DVR shall have the option to remain operating for a pre-determined length of time after the vehicle power is terminated, a minimum of 15 minutes.			
11	The system shall feature pre-event recording that allows the system to record up to 5 minutes of video prior to system activation (manually, motion activation, etc.).			
12	The system shall not exceed the dimensions: 12" x 6" x 16" (WxHxD) and shall not exceed 20lbs in weight.			
13	The system shall have a minimum recording and playback rate of 30 images per second per camera and shall be capable of recording and playback of each individual camera at 30 images per second.			
14	Each video channel shall have its own independent channel of audio synchronized in real time with the video.			
15	The system shall include all cables and wiring required for installation.			
16	Video clips shall be secured from tampering using proprietary chained-frame water marking with 128-bit encryption.			
17	The Digital Video Recorder shall have the capability to be configured to record continuously or by event. Software settings shall determine overwriting options: either to continue recording over the first video recorded, or to signal an alarm when the HDD is full.			
18	License-free software that is capable of live viewing, playback, calendar and event searches, and administration shall be available at no extra cost, and shall be compatible with: Microsoft Windows 98, ME, 2000, and XP			
19	Transmission of video over the Remote Access Software shall be over 802.11, LAN/WAN or cellular networks.			
20	Software shall provide a remote monitoring function for video images in real time from single or multiple sites and shall be capable of overlaying the current time and date onto the video			
21	When events are detected, the unit shall display the event information and allow users to access the remote site directly to search the image associated with the event.			

Item	Description	Yes	No	Exp
22	The included Remote Access Software shall allow the user to select multiple remote sites to a list of "favorites" which allows the user to connect to multiple units (up to 256) simultaneously switching between units by clicking on the designated name of the desired site. The included Remote Access Software allows for viewing of up to 16 camera views from different units at one time. Optional software shall allow the capability to access units in quantities exceeding 256, and up to 64 camera views at one time.			
23	All functions of the Remote Access Software shall be password protected			
24	Any future software upgrades shall be provide free of cost. The Remote Access Software shall allow for automated software upgrades and simultaneous updates to multiple sites.			
25	To retrieve recorded video, the software shall allow for searches by: Event, Time Lapse, or Time & Date.			
26	Image adjust, PTZ control and alarm out control shall be administered via the Remote Access Software			
27	Options for archiving/retrieving video shall include: Saving a video clip as an AVI file, saving as an image (JPEG), or saving video as a self-executable format (.exe) that is watermarked, encrypted and can be viewed without using any software, to allow for easy transferring of video evidence.			
28	The system shall have a GPS module that provides video overlay information of coordinates, direction and speed and a Vehicle Log Module to that provides video overlay of inputs (i.e. brake lights, turn signals, etc.)			
29	The system shall be capable of on-board viewing and control via laptop using the included Remote Access Software.			
30	The system shall have a hard disk player and software to allow for transferring of files directly from the HDD to a PC, where the images can be printed, emailed or saved onto another storage media.			
31	Cameras shall be low light, IR Illuminating CCD color cameras operating between 10 and 14 Volts. Cameras shall have a minimum lux rating of 0.1, with a built-in high sensitivity microphone.			
32	The bid shall include two (2) extra removable hard disk drives (250Gb minimum).			

Company Name _____

SPECIFICATION EXCEPTIONS AND EXPLANATIONS:

The following form is to be used to explain any exceptions to the system specifications described in the questionnaire. In addition this form is to be used to provide any supplemental explanations requested in the questionnaire.

Item	Explanation

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- X a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.